obligations undertaken in this Section 6.2. The Company also agrees that it will promptly request each Person that has heretofore executed a confidentiality agreement in connection with its consideration of acquiring it or any of its Subsidiaries to return or destroy all confidential information heretofore furnished to such Person by or on behalf of it or any of its Subsidiaries.

(e) Notice. The Company agrees that it will promptly (and, in any event, within 24 hours) notify Parent if any inquiries, proposals or offers which would reasonably be expected to lead to an Acquisition Proposal are received by the Company or its Representatives or if any inquiry or request for non-public information is made to, or any discussions or negotiations are sought to be initiated or continued with, it or any of its Representatives that would reasonably be expected to lead to an Acquisition Proposal, indicating, in connection with such notice, the name of the Person making such inquiries, proposals, offers or request and the material terms and conditions of any proposals or offers (including, if applicable, copies of any written requests, proposals or offers, including proposed agreements).

(f) Acceptance of Superior Proposal. If the Company receives a Superior Proposal and the Company's Board of Directors determines in good faith, after consultation with its outside legal counsel, that accepting such Superior Proposal and terminating this Agreement is required in order to comply with the Company's directors' fiduciary duties under Oklahoma Law, the Company's Board of Directors may, in response to such a Superior Proposal, terminate this Agreement pursuant to Section 8.3(b), provided that the Company's Board of Directors shall not terminate this Agreement unless and until (i) the Company has given Parent five calendar days' prior written notice of its intention to terminate this Agreement to enter into a transaction contemplated by a Superior Proposal, which notice shall specify the terms and conditions of any such Superior Proposal and the identity of the Person making such Superior Proposal and shall contemporaneously provide Parent with a copy of the most current written draft agreements and ancillary documents with the Person making such Superior Proposal (it being understood and agreed that any material revision to such Superior Proposal shall require a new five calendar days' prior written notice to Parent from the Company) and (ii) the Company shall, and shall cause its financial advisors and legal counsel to, negotiate with Parent and its representatives in good faith (to the extent Parent desires to negotiate) to attempt to make such adjustments in the terms and conditions of this Agreement so that such proposal no longer constitutes a Superior Proposal and the Company's Board of Directors shall have considered in good faith any proposed changes to this Agreement proposed in writing by Parent.

6.3. Information Supplied.

(a) The Company shall promptly prepare and file with the SEC an Information Statement on Schedule 14C in connection with the Merger (the "Information Statement"). The Company shall use its reasonable best efforts to have the Information Statement cleared by the SEC as promptly as practicable after such filing, and shall promptly thereafter mail the Information Statement to the stockholders of the Company. The Company and Parent shall also use their respective reasonable best efforts to satisfy prior to the mailing date of the Information Statement all necessary state securities law or "blue sky" notice requirements in connection with the Merger and to consummate the other transactions contemplated by this Agreement. The Company shall cause the Information Statement to comply with Section 1073C of the OGCA.

(b) The Company and Parent each agrees, as to itself and its Subsidiaries, that none of the information supplied or to be supplied by it or its Subsidiaries for inclusion or incorporation by reference in the Information Statement will, at the time the Information Statement is mailed to the stockholders of the Company, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company and Parent will cause the Information Statement to comply as to form in all material respects with the applicable provisions of the Exchange Act and the rules and regulations thereunder.

6.4. Filings; Other Actions; Notification.

(a) Parent and the Company shall cooperate with each other and use, and shall cause their respective Subsidiaries and any Persons of which it is a Subsidiary to use, their respective reasonable best efforts to take or cause to be taken all actions, and do or cause to be done all things, necessary, proper or advisable on its part under this Agreement and applicable Laws to consummate and make effective the Merger and the other transactions contemplated by this Agreement as promptly as reasonably practicable (it being understood that nothing contained in this Agreement shall require Parent to obtain any consents, approvals, permits or authorizations prior to the Termination Date), including (i) preparing and filing as promptly as reasonably practicable all documentation to effect all necessary notices, reports and other filings (including by filing no later than 30 days after the date hereof, all applications required to be filed with the FCC and the notification and required form under the HSR Act; provided, however, that the failure to file within such 30 day period will not constitute a breach of this Agreement so long as the filing is made as promptly as reasonably practicable thereafter); (ii) subject to the foregoing, obtaining as promptly as reasonably practicable all consents, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any third party and/or any Governmental Entity in order to consummate the Merger or any of the other transactions contemplated by this Agreement; and (iii) defending any lawsuits or other judicial proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Merger, including seeking to avoid the entry of, or to have reversed, terminated or vacated, any stay or other injunctive relief entered by any court or other Governmental Entity. Nothing in this Agreement shall require, or be construed to require, (i) Parent, the Company or any of their respective Subsidiaries to take or refrain from taking any action or to agree to any restriction or condition with respect to any of their assets or operations, in each case that would take effect prior to the Effective Time or (ii) Parent or its Subsidiaries to take or refrain from taking any action or to agree to any restriction or condition with respect to (A) the operations or assets of Parent or any of its Subsidiaries that are not their mobile wireless voice and data businesses (as offered by AT&T Mobility LLC and its Subsidiaries and affiliates), (B) the operations or assets of Parent's and its Subsidiaries' mobile wireless voice and data businesses (as offered by AT&T Mobility LLC and its Subsidiaries and affiliates) that are not de minimis in the aggregate (it being understood that, for this purpose, in determining if restrictions or conditions are de minimis, whether something is de minimis shall be considered by reference to the financial condition, properties, assets, liabilities, business or results of operations of the Company and its Subsidiaries, taken as a whole, rather than that of Parent and its Subsidiaries, taken as a whole) or (C) the Company or the Company's Subsidiaries unless such actions, restrictions and conditions would not, individually or in the aggregate, with respect to the matters described in this clause (C) together with any restrictions or conditions described in clause (B), reasonably be

expected to have a Company Material Adverse Effect or a material adverse effect on Parent and its Subsidiaries at or following the Effective Time (it being understood that, for this purpose, materiality shall be considered by reference to the financial condition, properties, assets, liabilities, business or results of operations of the Company and its Subsidiaries, taken as a whole, rather than that of Parent and its Subsidiaries, taken as a whole) (a "Regulatory Material Adverse Effect"). For purposes of determining whether a Regulatory Material Adverse Effect would reasonably be expected to occur, (A) both positive and negative effects of any such actions, restrictions and conditions, including any sale, divestiture, licensing, lease or disposition, shall be taken into account and (B) any loss of synergies anticipated from the Merger as a result of such actions, restrictions or conditions, including any sale, divestiture, licensing, lease or disposition, shall not be taken into account. The Company shall not be permitted to agree to any actions, restrictions or conditions with respect to obtaining any consents, registrations, approvals, permits or authorizations in connection with the transactions contemplated by this Agreement without the prior written consent of Parent, which, with respect to the Company and its Subsidiaries, shall not be unreasonably (taking into account the other provisions of this Section 6.4(a)) withheld, conditioned or delayed. Subject to applicable Laws relating to the exchange of information, Parent and the Company shall have the right to review in advance, and to the extent practicable each will consult the other on, all of the information relating to Parent or the Company, as the case may be, and any of their respective Subsidiaries, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Merger and the other transactions contemplated by this Agreement (including the Information Statement). To the extent permitted by Law, each party shall provide the other with copies of all correspondence between it (or its advisors) and any Governmental Entity relating to the transactions contemplated by this Agreement and, to the extent reasonably practicable, all telephone calls and meetings with a Governmental Entity regarding the transactions contemplated by this Agreement shall include representatives of Parent and the Company. In exercising the foregoing rights, each of the Company and Parent shall act reasonably and as promptly as practicable.

(b) Upon the written request of Parent, the Company shall execute and deliver, or cause to be executed and delivered, at the Closing, one or more supplemental indentures and other instruments (in form and substance reasonably acceptable to the Company) required for the due assumption of the Company's outstanding debt, guarantees, securities and other agreements to the extent required by the terms of such debt, guarantees, securities or other agreements.

(c) The Company and Parent each shall, upon request by the other, furnish the other with all information concerning itself, its Subsidiaries, directors, officers and stockholders and such other matters as may be reasonably necessary or advisable in connection with the Information Statement or any other statement, filing, notice or application made by or on behalf of Parent, the Company or any of their respective Subsidiaries to any third party and/or any Governmental Entity in connection with the Merger and the transactions contemplated by this Agreement.

(d) The Company and Parent each shall keep the other apprised of the status of matters relating to completion of the transactions contemplated hereby, including promptly furnishing the other with copies of notice or other written communications received by Parent or the Company, as the case may be, or any of its Subsidiaries, from any third party and/or any

Governmental Entity with respect to the Merger and the other transactions contemplated by this Agreement.

(e) Within ten business days following the date of this Agreement, the Company shall mail to all of the holders of record of Company Shares, a notice of appraisal rights in accordance with the provisions of Section 1091 of the OGCA.

6.5. Access; Consultation. Upon reasonable notice, and except as may otherwise be prohibited by applicable Law, the Company shall (and shall cause its Subsidiaries to) afford Parent's representatives reasonable access, during normal business hours throughout the period prior to the Effective Time, to its properties, books, contracts and records and, during such period, the Company shall (and shall cause its Subsidiaries to) furnish promptly to Parent and Parent's representative, all information concerning its or any of its Subsidiaries' business, properties and personnel as Parent may reasonably request, provided that no investigation pursuant to this Section 6.5 shall affect or be deemed to modify any representation or warranty made by the Company hereunder; and provided, further, that the foregoing shall not require the Company to permit any inspection, or to disclose any information, that in the reasonable judgment of the Company would result in the disclosure of any trade secrets of third parties or violate any of its obligations with respect to confidentiality if the Company shall have used reasonable best efforts to obtain the consent of such third party to such inspection or disclosure. All requests for information made pursuant to this Section 6.5 shall be directed to an executive officer of the Company or such Person as may be designated by any such executive officer, as the case may be. Notwithstanding the foregoing, the Company shall not be obligated to afford Parent or its representatives any access to any properties, books contracts, commitments, personnel or records relating to, or in respect of, any forward product plans, product specific cost information, pricing information, customer specific information, merchandising information or other similar competitively sensitive information. All information provided or made available pursuant to this Section 6.5 shall be subject to the Confidentiality Agreement, and the Confidentiality Agreement shall remain in full force and effect in accordance with its terms.

6.6. Stock Exchange De-listing/De-registration. The Company shall take all actions necessary to permit Company Shares to be de-listed from NASDAQ and de-registered under the Exchange Act following the Effective Time.

6.7. Publicity. The initial press release with respect to the Merger shall be a joint press release and thereafter the Company and Parent shall consult with each other prior to issuing any press releases or otherwise making public announcements with respect to the Merger and the other transactions contemplated by this Agreement and prior to making any filings with any third party and/or any Governmental Entity (including any national securities exchange) with respect thereto, except as may be required by Law or by obligations pursuant to any listing agreement with or rules of any national securities exchange, and except any consultation that would not be reasonably practicable as a result of requirements of Law.

6.8. Employee Benefits.

(a) Parent shall cause the Surviving Corporation for at least 12 months after the Effective Time to provide or cause to be provided to current Company Employees compensation

(including wages, salary, bonus and other compensation opportunities (other than equity compensation) and benefit plans (other than the deferred compensation plan(s) listed in Section 6.1(a)(iii) of the Company Disclosure Letter) that are reasonably comparable, in the aggregate, to the Company Compensation and Benefit Plans; provided, however, that with respect to employees who are subject to collective bargaining, all benefits shall be provided only in accordance with the applicable collective bargaining agreement.

(b) Parent shall cause the Surviving Corporation to assume and perform, pursuant to their terms, all obligations to current and former employees under the Company Compensation and Benefit Plans listed in Section 6.8(b) of the Company Disclosure Letter. Without limiting the generality of the foregoing, Parent shall, and shall cause the Surviving Corporation to, pay to any participant under the Company's 2007 executive incentive bonus plan whose employment is terminated without cause as of or after the Effective Time a pro rata bonus payment thereunder which (i) assumes that all subjective and individual performance criteria of such participant have been 100% satisfied and (ii) with respect to any objective Company performance criteria applicable to such participant compares the actual performance of the Company for 2007 through the end of the month prior to the employment termination date against the Company budget targets for those applicable objective Company criteria levels for such periods.

(c) The Company shall terminate the Company's 2002 Employee Stock Purchase Plan on the date hereof.

(d) To the extent applicable with respect to employee benefit plans, programs, policies and arrangements that are established or maintained by Parent or its Subsidiaries (including the Company and its Subsidiaries) for the benefit of Company Employees and their eligible dependents shall be given credit for their service with the Company and its Subsidiaries (i) for all purposes of eligibility to participate and vesting (but not benefit accrual under a qualified defined benefit pension plan or a non-qualified defined benefit pension plan) to the extent such service was taken into account under a corresponding Company Compensation and Benefit Plan, and (ii) for purposes of satisfying any waiting periods, evidence of insurability requirements, or the application of any pre-existing condition limitations and shall be given credit for amounts paid under a corresponding Company Compensation and Benefit Plan during the same period for purposes of applying deductibles, co-payments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of the plans, programs, policies and arrangements maintained by Parent. Notwithstanding the foregoing, service and other amounts shall not be credited to Company Employees or their eligible dependents to the extent the crediting of such service or other amounts would result in the duplication of benefits. Notwithstanding the foregoing, nothing contained in this Section 6.8 shall (A) be treated as an amendment of any particular Company Compensation and Benefit Plan, (B) give any third party any right to enforce the provisions of this Section 6.8 or (C) obligate Parent, the Surviving Corporation or any of their Subsidiaries to (x) maintain any particular Company Compensation and Benefit Plan or (y) retain the employment of any particular employee.

6.9. Expenses. Whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the Merger and the other transactions contemplated by this Agreement shall be paid by the party incurring such expense, except that

expenses incurred in connection with the filing, printing and mailing the Information Statement shall be shared equally by Parent and the Company.

6.10. Indemnification; Directors' and Officers' Insurance.

(a) From and after the Effective Time, Parent shall, and shall cause the Surviving Corporation to, indemnify and hold harmless each present and former director and officer of the Company or any of its Subsidiaries, and each Person who served at the request of the Company as a director, officer, trustee, fiduciary or agent of another corporation, partnership, joint venture, trust, pension or other employee benefit plan or other enterprise (when acting in such capacity) determined as of the Effective Time (the "Indemnified Parties"), against any costs or expenses (including reasonable attorneys' fees), judgments, fines, losses, claims, damages, liabilities or amounts paid in settlement (collectively, "Costs") incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to matters existing or occurring at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time, to the fullest extent permitted under applicable Law (and Parent and the Surviving Corporation shall also advance expenses as incurred to the fullest extent permitted under applicable Law, provided the Person to whom expenses are advanced provides an undertaking to repay such advances if it is ultimately determined that such Person is not entitled to indemnification). The indemnification rights hereunder shall be in addition to any other rights such Indemnified Party may have under the certificate of incorporation and by-laws of the Surviving Corporation or any of its Subsidiaries or under the Laws of the jurisdiction of organization of the Surviving Corporation. The certificate of incorporation and by-laws of the Surviving Corporation shall contain, and Parent shall cause the Surviving Corporation to fulfill and honor, provisions with respect to indemnification, exculpation and advancement of expenses that are at least as favorable to the Indemnified Parties as those set forth in the Company's certificate of incorporation and by-laws as of the date of this Agreement, which (subject to Section 6.10(d)) shall not be amended, repealed or otherwise modified for a period of six years from the Effective Time in any manner that would adversely affect the rights thereunder of any of the Indemnified Parties.

(b) Any Indemnified Party wishing to claim indemnification under Section 6.10(a), upon learning of any such claim, action, suit, proceeding or investigation, shall promptly notify Parent and the Surviving Corporation thereof, but the failure to so notify shall not relieve Parent or the Surviving Corporation of any liability it may have to such Indemnified Party except to the extent that such failure does not actually prejudice Parent or the Surviving Corporation. In the event of any such claim, action, suit, proceeding or investigation (whether arising before or after the Effective Time), (i) the Surviving Corporation shall have the right to assume the defense thereof and the Surviving Corporation shall not be liable to such Indemnified Parties for any legal expenses of other counsel or any other expenses subsequently incurred by such Indemnified Parties in connection with the defense thereof, except that if the Surviving Corporation elects not to assume such defense or counsel for the Indemnified Parties advises that there are issues which raise conflicts of interest between the Surviving Corporation and the Indemnified Parties, the Indemnified Parties may retain counsel satisfactory to them, and Parent and the Surviving Corporation shall jointly and severally pay all reasonable fees and expenses of such counsel for the Indemnified Parties promptly; provided, however, that Parent and the Surviving Corporation shall be obligated pursuant to this paragraph (b) to pay for only one firm of counsel for all

Indemnified Parties in any jurisdiction, (ii) the Indemnified Parties shall cooperate in the defense of any such matter, and (iii) Parent and the Surviving Corporation shall not be liable for any settlement effected without their prior written consent.

(c) For a period of six years after the Effective Time, Parent shall cause the Surviving Corporation to, and the Surviving Corporation shall, maintain a policy of officers' and directors' liability insurance ("D&O Insurance") for acts and omissions occurring prior to the Effective Time with coverage in amount and scope at least as favorable as the Company's D&O Policies; provided, however, that, if the existing D&O Policies expire, are terminated or cancelled, or if the annual premium therefor is increased to an amount in excess of 300% of the last annual premium paid prior to the date of this Agreement (such amount, as stated in Section 6.10(c) of the Company Disclosure Letter, the "Current Premium"), in each case during such six year period, Parent and the Surviving Corporation will use its reasonable best efforts to obtain D&O Insurance in an amount and scope as great as can be obtained for the remainder of such period for a premium not in excess (on an annualized basis) of 300% of the Current Premium; and provided, further, that in lieu of such coverage, Parent may substitute a prepaid "tail" policy for such coverage, which it may cause the Company to obtain effective immediately prior to the Closing.

(d) If Parent or the Surviving Corporation or any of their successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then and in each such case, proper provisions shall be made so that the successors and assigns of Parent or the Surviving Corporation, as the case may be, shall assume all of the obligations set forth in this Section 6.10.

(e) The provisions of this Section 6.10 are intended to be for the benefit of, and shall be enforceable by, each of the Indemnified Parties, their heirs and their representatives. No release executed by an Indemnified Party in connection with his or her departure from the Company or its Subsidiaries shall be deemed to be a release or waiver of any of the indemnity or other rights provided such Indemnified Party in this Section 6.10, unless the release or waiver of the provisions of this Section 6.10 is expressly provided in such release.

6.11. Regulatory Compliance.

(a) The Company and each of its Subsidiaries agrees to use commercially reasonable efforts to (i) cure no later than the Effective Time any violations and defaults by any of them under any applicable rules and regulations of the FCC ("FCC Rules") and the FAA Rules, (ii) substantially comply with the terms of the FCC Licenses and the FAA Rules, (iii) file or cause to be filed with the FCC and the FAA all reports and other filings required to be filed under applicable FCC Rules and FAA Rules and (iv) take all reasonable actions requested in writing by Parent on or before the Closing Date (provided that no such action shall be required if it would require the Company or any of its Subsidiaries to take or refrain from taking any action or to agree to any restriction or condition with respect to any of their respective assets or operations, in each case that would take effect prior to the Effective Time) for each of them to be in compliance upon the consummation of the Closing with the provisions of Sections 271 and

272 of the Communications Act (including any orders issued by the FCC interpreting or implementing such provisions). Parent agrees that if this Agreement is terminated by the Company pursuant to Section 8.3, it shall promptly thereafter reimburse the Company for any reasonable out-of-pocket expenses incurred by the Company following incurrence and delivery of reasonable documents by the Company at the direction of Parent pursuant to clause (iv) of this Section 6.11(a).

(b) During the period from the date of this Agreement to the Closing, the Company and its Subsidiaries shall use their reasonable best efforts to (i) take all actions reasonably necessary to maintain and preserve the Licenses and (ii) refrain from taking any action that would give the FCC or any other Governmental Entities with jurisdiction over the Company or any of its Subsidiaries reasonable grounds to institute proceedings for the suspension, revocation or adverse modification of any Licenses, except in the case of clauses (i) and (ii) where the failure to take such action, or the taking of such action, as the case may be, would not, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect.

6.12. Takeover Statute. If any Takeover Statute is or may become applicable to the Merger or the other transactions contemplated by this Agreement, the Company and its Board of Directors shall grant such approvals and take such actions as are necessary so that such transactions may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise use reasonable best efforts to act to eliminate or minimize the effects of such statute or regulation on such transactions.

6.13. 700 MHz Auction. The Company shall concurrently with the execution of this Agreement enter into a bidding agreement with Parent in the form attached hereto as Exhibit A.

6.14. Control of the Company's or Parent's Operations. Nothing contained in this Agreement shall give Parent or the Company, directly or indirectly, rights to control, affect, influence or direct the operations of the other prior to the Effective Time. Prior to the Effective Time, each of Parent and the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision of its operations.

6.15. Section 16(b). The Board of Directors of the Company shall, prior to the Effective Time, take all such actions as may be necessary or appropriate to cause the transactions contemplated by this Agreement and any other dispositions of equity securities of the Company (including derivative securities) in connection with the transactions contemplated by this Agreement by each individual who is a director or executive officer of the Company to be exempt under Rule 16b-3 promulgated under the Exchange Act.

6.16. Treatment of Certain Notes.

(a) The Company shall, and shall cause its Subsidiaries to, use their respective reasonable best efforts to commence, promptly after the receipt of a written request from Parent to do so and the receipt of the Offer Documents from Parent, offers to purchase, and any related consent solicitations with respect to, any indebtedness of the Company and its Subsidiaries (collectively, the "Indebtedness") on the terms and conditions specified by Parent (collectively,

the "Debt Offers"), and Parent shall assist the Company in connection therewith. Notwithstanding the foregoing, the closing of the Debt Offers shall be conditioned on the completion of the Merger and otherwise in compliance with applicable Laws and SEC rules and regulations. The Company shall provide, and shall cause its Subsidiaries to, and shall use its reasonable best efforts to cause their respective representatives to, provide cooperation reasonably requested by Parent in connection with the Debt Offers. With respect to any series of Indebtedness, if requested by Parent in writing, in lieu of commencing a Debt Offer for such series (or in addition thereto), the Company shall, to the extent permitted by the indenture and officers' certificates or supplemental indenture governing such series of Indebtedness (i) issue a notice of optional redemption for all of the outstanding principal amount of Indebtedness of such series pursuant to the requisite provisions of the indenture and officer's certificate governing such series of Indebtedness or (ii) take actions reasonably requested by Parent that are reasonably necessary for the satisfaction and/or discharge and/or defeasance of such series pursuant to the applicable provisions of the indenture and officer's certificate or supplemental indenture governing such series of Indebtedness, and shall redeem or satisfy and/or discharge and/or defeasance, as applicable, such series in accordance with the terms of the indenture and officer's certificate or supplemental indenture governing such series of Indebtedness at the Effective Time, provided that to the extent that any action described in clause (i) or (ii) can be conditioned on the occurrence of the Effective Time, it will be so conditioned, and provided, further, that prior to the Company being required to take any of the actions described in clause (i) or (ii) above that cannot be conditioned on the occurrence of the Effective Time, prior to the Closing, Parent shall irrevocably deposit, or shall cause to be irrevocably deposited with the trustee under the relevant indenture governing such series of Indebtedness sufficient funds to effect such redemption or satisfaction or discharge. The Company shall, and shall cause its Subsidiaries to, waive any of the conditions to the Debt Offers (other than that the Merger shall have been consummated and that there shall be no Law prohibiting consummation of the Debt Offers) as may be reasonably requested by Parent and shall not, without the written consent of Parent, waive any condition to the Debt Offers or make any changes to the Debt Offers other than as agreed between Parent and the Company.

(b) The Company covenants and agrees that, promptly following any consent solicitation expiration date, assuming the requisite consents are received, each of the Company and its applicable Subsidiaries as is necessary shall (and shall use their reasonable best efforts to cause the applicable trustee to) execute supplemental indentures to the indentures governing each series of Indebtedness for which the requisite consent has been received, which supplemental indentures shall implement the amendments described in the offer to purchase, related letter of transmittal, and other related documents (collectively, the "Offer Documents") and shall become operative only concurrently with the Effective Time, subject to the terms and conditions of this Agreement (including the conditions to the Debt Offers). Concurrent with the Effective Time, Parent shall cause the Surviving Corporation to accept for payment and thereafter promptly pay for any Indebtedness that has been properly tendered and not properly withdrawn pursuant to the Debt Offers and in accordance with the Debt Offers using funds provided by or at the direction of Parent.

(c) Parent shall prepare all necessary and appropriate documentation in connection with the Debt Offers, including the Offer Documents. Parent and the Company shall, and shall cause their respective Subsidiaries to, reasonably cooperate with each other in the preparation of

the Offer Documents. The Offer Documents (including all amendments or supplements) and all mailings to the holders of Indebtedness in connection with the Debt Offers shall be subject to the prior review of, and comment by, the Company and its legal counsel. If at any time prior to the completion of the Debt Offers any information in the Offer Documents should be discovered by the Company and its Subsidiaries, on the one hand, or Parent, on the other, which should be set forth in an amendment or supplement to the Offer Documents, so that the Offer Documents shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading, the party that discovers such information shall use reasonable best efforts to promptly notify the other party, and an appropriate amendment or supplement prepared by Parent describing such information shall be disseminated by or on behalf of the Company or its Subsidiaries to the holders of the applicable Indebtedness (which supplement or amendment and dissemination may, at the reasonable direction of Parent, take the form of a filing of a Current Report on Form 8-K). Notwithstanding anything to the contrary in this Section 6.16(c), the Company shall and shall cause its Subsidiaries to comply with the requirements of Rule 14e-1 under the Exchange Act and any other applicable Law to the extent such laws are applicable in connection with the Debt Offers and such compliance will not be deemed a breach hereof.

(d) In connection with the Debt Offers, Parent may select one or more dealer managers, information agents, depositaries and other agents, in each case as shall be reasonably acceptable to the Company, to provide assistance in connection therewith and the Company shall, and shall cause its Subsidiaries to, enter into customary agreements (including indemnities) with such parties so selected. Parent shall pay the fees and out-of pocket expenses of any dealer manager, information agent, depositary or other agent retained in connection with the Debt Offers upon the incurrence of such fees and out-of-pocket expenses, and Parent further agrees to reimburse the Company and their Subsidiaries for all of their reasonable and documented out-of-pocket costs incurred in connection with the Debt Offers.

6.17. Series F Preferred. At least fifty days prior to the Effective Time, but not prior to August 20, 2007, the Company shall mail a notice of redemption to each holder of shares of the Series F Preferred in accordance with the terms of the certificate of designation of the Series F Preferred (the "Redemption Notice"). The Redemption Notice shall specify that all shares of the Series F Preferred shall be redeemed at the applicable price in cash only determined in accordance with the Company's certificate of incorporation on the date specified in the Redemption Notice, which date shall be the 45th day after the Redemption Notice is mailed (the "Redemption Date"). The Company shall take all steps necessary under the certificate of incorporation of the Company and the certificate of designations of the Series F Preferred to cause all shares of Series F Preferred to no longer be deemed outstanding from and after the Redemption Date. Notwithstanding the foregoing, the Company shall not be required to take any of the actions contemplated by this Section 6.17 if the Company determines in its reasonable discretion that such actions, individually or in the aggregate, would constitute or result in a breach or violation of, or a default or termination (or right of termination) under, the acceleration of any obligations or the creation of a Lien (other than an immaterial Lien) on the Company's assets or the assets of any of its Subsidiaries (with or without notice, lapse of time or both), under any Contract in effect as of the date of this Agreement to which the Company or any of its Subsidiaries is bound.

6.18. Notice to Stockholders. Promptly following the adoption of this Agreement by the Company Requisite Vote, the Company shall mail notice of such adoption to all of the holders of record of Company Shares as of the time of such adoption in accordance with applicable Law.

6.19. Potential Sale of Interests. Between the date of this Agreement and the Effective Time, to the extent reasonably requested by Parent, the Company shall, and shall cause its Subsidiaries to, cooperate with Parent to facilitate the disposition immediately prior to, at or after the Effective Time of those assets or ownership interests held by the Company or any of its Subsidiaries that are identified on Section 6.19 of the Parent Disclosure Letter (such assets or interests being "Potential Sale Interest"). To the extent reasonably requested by Parent, the Company shall, and shall cause its Subsidiaries to, use its reasonable best efforts to (a) permit Persons whom Parent identifies to the Company as potential purchasers of a Potential Sale Interest to conduct (and cooperate with such Persons') reasonable investigations with respect to such Potential Sale Interest (provided that any such Person executes and delivers to the Company a confidentiality agreement containing customary terms), (b) comply with any applicable right of first refusal, right of first offer, right of approval or similar provisions that may be applicable to a proposed transfer of a Potential Sale Interest, and (c) deliver such notices, make such filings and execute such Contracts relating to the disposition of Potential Sale Interests as maybe reasonably requested by Parent; provided that neither the Company nor any of its Subsidiaries shall be required to execute any such Contract under which the Company or any of its Subsidiaries may be required to dispose of any Potential Sale Interest other than immediately prior to, at or after the Effective Time, or to agree to restrictions on their businesses or operations prior to the Effective Time. Parent shall be permitted to identify potential purchasers of Potential Sale Interests and negotiate any Contracts with respect to dispositions of Potential Sale Interests; provided that the Company may (and, to the extent reasonably requested by Parent, shall) participate in such negotiations. Notwithstanding the foregoing, (i) Parent shall reimburse the Company and its Subsidiaries for their reasonable out-of-pocket costs in complying with this Section 6.19 promptly following incurrence and delivery of reasonable documentation of such costs, and (ii) the Company and its Subsidiaries shall not be required to breach the terms of any Contract with respect to such Potential Sale Interest.

ARTICLE VII
CONDITIONS

7.1. Conditions to Each Party's Obligation to Effect the Merger. The respective obligation of each party to effect the Merger is subject to the satisfaction or waiver at or prior to the Closing of each of the following conditions:

(a) Stockholder Consent. This Agreement shall have been duly adopted by holders of Company Shares constituting the Company Requisite Vote and have been duly adopted by the sole stockholder of Merger Sub.

(b) Distribution of Information Statement. The Company shall have delivered by certified mail the Information Statement, at least 20 calendar days prior to the Closing.

(c) Regulatory Consents. (i) The waiting period (and any extensions thereof) applicable to the consummation of the Merger under the HSR Act shall have expired or been earlier terminated, (ii) all Governmental Consents required to be obtained from the FCC for the consummation of the Merger shall have been obtained, (iii) if necessary, the approval and consent referred to in Section 7.1(c) of the Company Disclosure Letter and the Parent Disclosure Letter shall have been obtained, and (iv) all other Governmental Consents, the failure of which to make or obtain would, individually or in the aggregate, reasonably be expected to have a Company Material Adverse Effect or reasonably be expected to subject any officer or director of the Company to any criminal liability, shall have been made or obtained (such Governmental Consents, together with those described in Sections 7.1(c)(i), 7.1(c)(ii), 7.1(c)(iii) and 7.1(c)(iv), the "Required Governmental Consents"). For purposes of this Agreement, the term "Governmental Consents" shall mean all notices, reports and other filings required to be made prior to the Effective Time by the Company or Parent or any of their respective Subsidiaries with, and all consents, registrations, approvals, permits, clearances and authorizations required to be obtained prior to the Effective Time by the Company or Parent or any of their respective Subsidiaries from, any Governmental Entity in connection with the execution and delivery of this Agreement and the consummation of the Merger and the other transactions contemplated hereby.

(d) Litigation. No Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Merger or the other transactions contemplated by this Agreement (collectively, an "Order").

7.2. Conditions to Obligations of Parent and Merger Sub. The obligations of Parent and Merger Sub to effect the Merger are also subject to the satisfaction or waiver by Parent at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company set forth in Section 5.1(b) relating to the capital stock of the Company and set forth in Section 5.1(i)(v) shall be true and correct in all material respects (A) on the date of this Agreement and (B) at the Closing (except to the extent that such representation and warranty speaks only as of a particular date; in which case such representation and warranty shall be true and correct in all material respects as of such earlier date); (ii) the other representations and warranties of the Company set forth in this Agreement shall be true and correct (A) on the date of this Agreement and (B) at the Closing (except to the extent that any such representation and warranty speaks only as of a particular date, in which case such representation and warranty shall be true and correct as of such earlier date); provided, however, that notwithstanding anything herein to the contrary, the condition set forth in this Section 7.2(a)(ii) shall be deemed to have been satisfied even if any representations and warranties of the Company are not so true and correct unless the failure of such representations and warranties of the Company to be so true and correct (read for purposes of this Section 7.2(a)(ii) without any materiality or Material Adverse Effect qualification or any similar qualification), individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect; and (iii) Parent shall have received at the Closing a certificate signed on behalf of the Company by an executive officer of the Company to the effect that the condition set forth in this Section 7.2(a) has been satisfied.

(b) Performance of Obligations of the Company. The Company shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing, and Parent shall have received a certificate signed on behalf of the Company by an executive officer of the Company to such effect.

(c) Governmental Consents. All Governmental Consents that have been obtained shall have been obtained without the imposition of any term, condition or consequence that would (x) require Parent or its Subsidiaries to take or refrain from taking any action or to agree to any restriction or condition with respect to the operation or assets of Parent or any of its Subsidiaries that are not their mobile wireless voice and data businesses (as offered by AT&T Mobility LLC and its Subsidiaries and affiliates) or (y) reasonably be expected to have a Regulatory Material Adverse Effect, and all Required Governmental Consents obtained from the FCC shall have been obtained by Final Order. For the purpose of this Agreement, "Final Order" means an action or decision that has been granted as to which (i) (A) no request for a stay or any similar request is pending, no stay is in effect, the action or decision has not been vacated, reversed, set aside, annulled or suspended and (B) any deadline for filing such a request that may be designated by statute or regulation has passed, (ii) (A) no petition for rehearing or reconsideration or application for review is pending and (B) the time for the filings of any such petition or application has passed, (iii) (A) no Governmental Entity has undertaken to reconsider the action on its own motion and (B) the time within which it may effect such reconsideration has passed, and (iv) (A) no appeal is pending (including other administrative or judicial review) or in effect and (B) any deadline for filing any such appeal that may be specified by statute or rule has passed, which in any such case (i)(A), (ii)(A), (iii)(A) or (iv)(A) is reasonably likely to result in vacating, reversing, setting aside, annulling, suspending or modifying such action or decision (in the case of any modification in a manner that would impose any term, condition or consequence that would reasonably be expected to have a Regulatory Material Adverse Effect.)

(d) Material Adverse Effect. After the date of this Agreement, there shall not have occurred any event, occurrence, discovery or development that, individually or in the aggregate, has resulted, or would reasonably be expected to result, in a Company Material Adverse Effect.

7.3. Conditions to Obligation of the Company. The obligation of the Company to effect the Merger is also subject to the satisfaction or waiver by the Company at or prior to the Closing of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of Parent and Merger Sub set forth in this Agreement shall be true and correct in all material respects (A) on the date of this Agreement and (B) at the Closing (except to the extent that any such representation and warranty expressly speaks as of a particular date, in which case such representation and warranty shall be true and correct in all material respects as of such date); and (ii) the Company shall have received at the Closing a certificate signed on behalf of Parent and Merger Sub by the executive officers of Parent and Merger Sub to the effect that the condition set forth in this Section 7.3(a) has been satisfied.

(b) Performance of Obligations of Parent and Merger Sub. Each of Parent and Merger Sub shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing, and the Company shall have received a

certificate signed on behalf of Parent and Merger Sub by executive officers of Parent and Merger Sub to such effect.

ARTICLE VIII

TERMINATION

8.1. Termination by Mutual Consent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the adoption of this Agreement by stockholders of the Company referred to in Section 7.1(a), by mutual written consent of the Company and Parent, by action of their respective Boards of Directors.

8.2. Termination by Either Parent or the Company. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time whether before or after the adoption of this Agreement by stockholders of the Company referred to in Section 7.1(a), by action of the Board of Directors of either Parent or the Company if (a) the Merger shall not have been consummated by June 30, 2008 (the "Termination Date"); provided, however, that, if the condition set forth in Section 7.2(c) shall not have been satisfied solely by reason of a Required Governmental Consent that has been obtained but is not yet a Final Order, neither party may terminate this Agreement prior to the 60th day after receipt of such Required Governmental Consent, or (b) any Order permanently restraining, enjoining or otherwise prohibiting consummation of the Merger shall become final and non-appealable, provided that the right to terminate this Agreement pursuant to clause (a) of this Section 8.2 shall not be available to any party that has breached in any material respect its obligations under this Agreement in any manner that shall have proximately contributed to the failure of the Merger to be consummated.

8.3. Termination by the Company. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or after the adoption of this Agreement by the stockholders of the Company referred to in Section 7.1(a), by action of the Board of Directors of the Company (a) if there has been a breach of any representation, warranty, covenant or agreement made by Parent or Merger Sub in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that Section 7.3(a) or 7.3(b) would not be satisfied, and such breach or failure to be true is not curable or, if curable, is not cured by the earlier of (i) the 90th day after notice of such breach is given by the Company to Parent and (ii) the Termination Date, or (b) at any time on or prior to August 31, 2007 if (i) the Company has not materially breached any of its obligations under Section 6.2, (ii) the Board of Directors of the Company authorizes the Company, subject to complying with the terms of this Agreement, to enter into a definitive transaction agreement with respect to a Superior Proposal and the Company notifies Parent in writing that it intends to enter into such an agreement, attaching the most current version of such agreement to such notice, (iii) after compliance with the terms of Section 6.2(f) such Superior Proposal remains a Superior Proposal and (iv) the Company prior to such termination pays to Parent the Termination Fee. The Company agrees that it will not enter into the binding agreement referred to in clause (ii) above until the sixth calendar day after it has provided the notice to Parent required by Section 6.2(f).

8.4. Termination by Parent. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Parent if (a) there has been a breach of any representation, warranty, covenant or agreement made by the Company in this Agreement, or any such representation and warranty shall have become untrue after the date of this Agreement, such that Section 7.2(a) or 7.2(b) would not be satisfied and such breach or failure to be true is not curable or, if curable, is not cured by the earlier of (i) the 90th day after notice of such breach is given by Parent to the Company and (ii) the Termination Date (as the same may be extended) or (b) the Company Requisite Vote shall not have been obtained by July 1, 2007 or (c) at any time on or prior to August 31, 2007, if the Company or any of its executive officers or directors shall have materially breached the provisions of Section 6.2.

8.5. Effect of Termination and Abandonment.

(a) In the event of termination of this Agreement and the abandonment of the Merger pursuant to this Article VIII, this Agreement (other than as set forth in this Section 8.5 and Section 9.1) shall become void and of no effect with no liability on the part of any party hereto (or of any of its representatives); provided, however, that no such termination shall relieve any party hereto from any liability for damages to any other party resulting from any willful breach of this Agreement or from any obligation to pay, if applicable, any amount payable pursuant to this Section 8.5.

(b) If this Agreement is terminated by Parent pursuant to Section 8.4(b), then the Company shall promptly, but in no event later than two business days after the date of such termination, pay Parent a fee equal to $100 million, payable by wire transfer of same day funds to an account designated by Parent.

(c) If this Agreement is (i) terminated by the Company pursuant to Section 8.3(b), then the Company shall pay Parent a fee equal to $85 million (the "Termination Fee") at the time set forth in Section 8.3(b), payable by wire transfer of same day funds to an account designated by Parent (it being understood and agreed that Parent shall provide the Company with wire transfer instructions for the payment of the Termination Fee within one calendar day after receipt of the notice contemplated by Section 8.3(b)(ii)), or (ii) terminated by Parent pursuant to Section 8.4(c), then the Company shall promptly, but in no event later than two business days after the date of such termination, pay Parent the Termination Fee, payable by wire transfer of same day funds to an account designated by Parent.

(d) For the avoidance of doubt, in no event shall the Company be required to pay both the Termination Fee and the fee contemplated by Section 8.5(b) or to pay the Termination Fee on more than one occasion. The Company acknowledges that the agreements contained in this Section 8.5 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Parent and Merger Sub would not enter into this Agreement. Accordingly, if the Company fails to pay promptly any amount due pursuant to this Section 8.5, and, in order to obtain such payment, Parent or Merger Sub commences a suit which results in a judgment against the Company, the Company shall pay to Parent and Merger Sub their costs and expenses (including reasonable attorneys' fees) incurred in connection with such suit, together

with interest on the amount of the fee at the prime rate of Citibank N.A. in effect on the date such payment should have been made.

ARTICLE IX

MISCELLANEOUS AND GENERAL

9.1. Survival. This Article IX and the agreements of the Company, Parent and Merger Sub contained in Section 6.10 (Indemnification; Directors' and Officers' Insurance) shall survive the consummation of the Merger. This Article IX (other than Section 9.2 (Modification or Amendment), Section 9.3 (Waiver of Conditions) and Section 9.13 (Assignment)) and the agreements of the Company, Parent and Merger Sub contained in Section 6.9 (Expenses), the last sentence of Section 6.11 (Regulatory Compliance) and Section 8.5 (Effect of Termination and Abandonment) shall survive the termination of this Agreement. All other representations, warranties, covenants and agreements in this Agreement shall not survive the consummation of the Merger or the termination of this Agreement.

9.2. Modification or Amendment. Subject to the provisions of applicable Law, at any time prior to the Effective Time, the parties hereto may modify or amend this Agreement, by written agreement executed and delivered by duly authorized officers of the respective parties; it being understood that after receipt of the Company Requisite Vote, no amendment shall be made that by Law requires further approval by the Company's stockholders without the further approval of such stockholders.

9.3. Waiver.

(a) Any provision of this Agreement may be waived prior to the Effective Time if, and only if, such waiver is in writing and signed by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Except as otherwise herein provided, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

9.4. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

9.5. GOVERNING LAW AND VENUE; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK. The parties hereby irrevocably submit exclusively to the jurisdiction of the courts of the State of New York located in the borough of Manhattan and the Federal courts of the United States of America located in the Southern District of New York, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not

subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a Federal or state court. The parties hereby consent to and grant any such court jurisdiction over the Person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 9.6 or in such other manner as may be permitted by Law, shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 9.5.

9.6. Notices. Notices, requests, instructions or other documents to be given under this Agreement shall be in writing and shall be deemed given, (i) when sent if sent by facsimile, provided that the fax is promptly confirmed by telephone confirmation thereof, (ii) when delivered, if delivered personally to the intended recipient, and (iii) one business day later, if sent by overnight delivery via a national courier service, and in each case, addressed to a party at the following address for such party:

if to Parent or Merger Sub
AT&T Inc.
175 E. Houston
San Antonio, Texas 78205
Attention: Wayne Watts, Esq.
Senior Executive Vice President and General Counsel
Fax: (201) 351-2298

with a copy to:
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004
Attention: Eric M. Krautheimer
Fax: (212) 558-3588
if to the Company
Dobson Communications Corporation
Oklahoma City, Oklahoma 73134
Attention: Ronald L. Ripley
Senior Vice President and General Counsel
Fax: (405) 529-8765
with a copy to:
Mayer, Brown, Rowe & Maw LLP
71 South Wacker Drive
Chicago, Illinois 60606
Attention: Paul W. Theiss and D. Michael Murray
Fax: (312) 701-7711

or to such other persons or addresses as may be designated in writing by the party to receive such notice as provided above.

9.7. Entire Agreement. This Agreement (including any exhibits hereto), the Confidentiality Agreement, dated March 14, 2007 (the "Confidentiality Agreement"), between the Company and Parent, the Company Disclosure Letter and the Parent Disclosure Letter constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties both written and oral, among the parties, with respect to the subject matter hereof.

9.8. No Third Party Beneficiaries. Except as provided in Section 6.10 (Indemnification; Directors' and Officers' Insurance), this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder.

9.9. Obligations of Parent and of the Company. Whenever this Agreement requires a Subsidiary of Parent to take any action, such requirement shall be deemed to include an undertaking on the part of Parent to cause such Subsidiary to take such action. Whenever this Agreement requires a Subsidiary of the Company to take any action, such requirement shall be deemed to include an undertaking on the part of the Company to cause such Subsidiary to take such action and, after the Effective Time, on the part of the Surviving Corporation to cause such Subsidiary to take such action.

9.10. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not, subject to clause (a), be affected by such invalidity or unenforceability, except as a result of such substitution, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11. Interpretation.

(a) The table of contents and headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a Section or Exhibit, such reference shall be to a Section of or Exhibit to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(b) The parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(c) Each of the Company and Parent has or may have set forth information in its respective disclosure letter in a section thereof that corresponds to the section of this Agreement to which it relates. A matter set forth in one section of a disclosure letter need not be set forth in any other section of the disclosure letter so long as its relevance to the latter section of the disclosure letter or section of this Agreement is reasonably apparent. The fact that any item of information is disclosed in a disclosure letter shall not be construed to mean that such information is required to be disclosed by this Agreement. Such information and the dollar thresholds set forth herein shall not be used as a basis for interpreting the terms "material," "Company Material Adverse Effect" or "Regulatory Material Adverse Effect."

9.12. Captions. The Article, Section and paragraph captions herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

9.13. Assignment. This Agreement shall not be assignable by operation of law or otherwise; provided, however, that Parent may designate prior to the Effective Time, by written notice to the Company, another wholly owned direct or indirect Subsidiary of Parent to be a party to the Merger in lieu of Merger Sub (unless doing so would reasonably be expected to prevent or delay other than in an immaterial respect consummation of the transactions contemplated hereby), in which event all references herein to Merger Sub shall be deemed references to such other Subsidiary (except with respect to representations and warranties made

herein with respect to Merger Sub as of the date of this Agreement) and all representations and warranties made herein with respect to Merger Sub as of the date of this Agreement shall also be made with respect to such other Subsidiary as of the date of such designation. Any assignment in contravention of the preceding sentence shall be null and void.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

DOBSON COMMUNICATIONS CORPORATION

By: /s/ Steven P. Dussek
Name: Steven P. Dussek
Title: Chief Executive Officer and President

AT&T INC.

By: /s/ Rick L. Moore
Name: Rick L. Moore
Title: Senior Vice President –
Corporate Development

ALPINE MERGER SUB, INC.

By: /s/ Richard G. Lindner
Name: Richard G. Lindner
Title: President

EXHIBIT 10.1

2007-1 AMENDMENT TO
DOBSON COMMUNICATIONS CORPORATION
AMENDED AND RESTATED
2002 EMPLOYEE STOCK PURCHASE PLAN

Pursuant to the authority granted to the Board of Directors of Dobson Communications Corporation, under Section 19(a) of the Dobson Communications Corporation Amended and Restated 2002 Employee Stock Purchase Plan (the "Plan"), the Plan is hereby amended as follows:

Subsection 2(t) of the Plan is hereby amended by deleting said Subsection in its entirety and substituting therefor the following:

"(t) "*Purchase Period*" means the period commencing on May 1, 2007 and ending on June 28, 2007. Any successive purchase period shall commence and end on dates specified by the Board."

The effective date of this 2007-1 Amendment shall be June 29, 2007.

Executed this 29th day of June, 2007.

DOBSON COMMUNICATIONS CORPORATION,
an Oklahoma corporation

By: /s/ Steven P. Dussek
Steven P. Dussek
Chief Executive Officer and President

Attest:

/s/ Trent W. LeForce
Trent W. LeForce
Assistant Secretary

EXHIBIT 10.2

AMENDMENT TO
DOBSON COMMUNICATIONS CORPORATION
2007 Performance Bonus Plan

In accordance with the resolutions of the Compensation Committee of the Board of Directors of Dobson Communications Corporation and the resolutions of the Board of Directors of Dobson Communications Corporation adopted on June 29, 2007, the undersigned hereby certifies that the 2007 Performance Bonus Plan is hereby amended as follows:

FURTHER RESOLVED, that in the event the employment of a 2007 Bonus Plan Participant is terminated prior to the payments of bonuses under the 2007 Bonus Plan in the normal course of business, then: (1) if the termination is by reason of the voluntary termination by the 2007 Bonus Plan Participant or by the Company for Cause, then no payment under the 2007 Bonus Plan shall be due and owing to the Plan Participant; (2) if the termination is by reason of the death, disability, or retirement of the 2007 Bonus Plan Participant after December 31, 2007, then the 2007 Bonus Plan Participant (or his personal representation as the case may be) shall be paid in the normal course of business in the same amount as if the Plan Participant's employment had not been so terminated; or (3) if the termination is on or before December 31, 2007, and not either by the Company for Cause or a voluntary termination by the 2007 Bonus Plan Participant, then the 2007 Bonus Plan Participant (or his personal representative as the case may be) shall receive a pro rata payment under the 2007 Bonus Plan that, (a) assumes that all subjective and individual performance criteria of the 2007 Bonus Plan Participant have been 100% satisfied and (b) with respect to any objective Company performance criteria applicable to the 2007 Bonus Plan Participant compares the actual performance of the Company for 2007 through the end of the month prior to the employment termination date against the Company budget targets for those applicable objective Company criteria levels for such period (to the extent such criteria are deemed to be satisfied in accordance with the foregoing, and a bonus would be payable to the 2007 Bonus Plan Participant, such bonus shall be prorated for the portion of 2007 prior to employment termination date and shall be due and payable within ten (10) days of termination).

For purposes of this resolution, the term "Cause" shall have the same defined meaning as used in the Employment Agreement between the Company and Steven P. Dussek, dated April 1, 2005.

DOBSON COMMUNICATIONS CORPORATION, an
Oklahoma corporation

By: /s/ Steven P. Dussek
Steven P. Dussek
Chief Executive Officer and President

Attest:

/s/ Trent W. LeForce
Trent W. LeForce
Assistant Secretary

EXHIBIT 10.3

DOBSON COMMUNICATIONS CORPORATION
DEFERRED COMPENSATION PLAN

ARTICLE I
ESTABLISHMENT AND PURPOSE

1.1 Establishment. Dobson Communications Corporation ("Company"), hereby establishes an unfunded, nonqualified deferred compensation plan for a select group of highly compensated management employees known as Dobson Communications Corporation Deferred Compensation Plan ("Plan").

1.2 Purpose. The Plan shall provide Eligible Employees the ability to defer payment of Base Salary and Bonus that would otherwise be paid by the Company. The Plan is intended to provide Eligible Employees with a degree of flexibility in their financial planning.

1.3 ERISA Status. The Plan is intended to qualify for the exemptions provided under Title I of ERISA for plans that are not tax-qualified and that are maintained primarily to provide deferred compensation for a select group of management or highly compensated employees as defined in Section 201(2) of ERISA.

ARTICLE II
DEFINITIONS

2.1 Definitions. For purposes of this Plan, the following definitions shall apply:

(a) "Account" means the recordkeeping accounts maintained in the name of a Participant to which Deferral Amounts and any income, earnings or losses thereon are recorded pursuant to the provisions of Article VI.

(b) "Base Salary" means the Participant's annualized gross rate of base salary paid before any deductions of any kind whatsoever.

(c) "Beneficiary" means the person, persons, trust, or other entity designated by a Participant on a beneficiary designation form adopted by the Company to receive benefits, if any, under this Plan at such Participant's death pursuant to Section 5.3.

(d) "Board" means the Board of Directors of the Company.

(e) "Bonus" means the Participant's cash bonus which may be earned during each calendar year before any deductions of any kind whatsoever.

(f) "Change of Control Event" shall mean the occurrence of any of the following:

(i) The date any person or "persons acting as a group" (as such term is defined under I.R.C. § 409A and the regulations promulgated thereunder) acquires, or has acquired during the 12-month period ending on the date of the most recent acquisition by such

person or persons, more than 35% of the total combined voting power of all classes of outstanding capital stock of the Company entitled to vote in the election of directors of the Company, on a fully diluted basis, and such ownership represents a greater percentage of such total combined voting power, on a fully diluted basis, than is held by Dobson CC Limited Partnership and its affiliates on such date; or

(ii) The date a majority of members of the Company's Board of Directors is replaced during any 12-month period by directors whose appointment or election is not endorsed by a majority of the members of the Company's Board of Directors before the date of the appointment or election; or

(iii) The sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the combined assets of the Company and all of its subsidiaries, taken as a whole, to an entity that is not controlled by the shareholders of the Company or Dobson CC Limited Partnership or any of its affiliates, at the time of such asset sale.

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, and any Regulations relating thereto.

(h) "Committee" means the Compensation Committee of the Board of Directors of the Company.

(i) "Deferred Amount" means the portion of a Participant's Base Salary and Bonus which the Participant elects to defer pursuant to Article IV. Deferred Amounts shall be determined by reference to the Plan Year in which the Base Salary or Bonus deferred under this Plan was earned.

(j) "Disability" means the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than 12 months. For purposes of this Plan, the determination of Disability shall be made in the sole and absolute discretion of the Committee.

(k) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(l) "Eligible Employee" means the highly compensated management employees listed on Exhibit A.

(m) "Participant" means an Eligible Employee who has Deferred Amounts credited to an Account under this Plan.

(n) "Plan" means this Dobson Communications Corporation Deferred Compensation Plan, as amended from time to time.

(o) "Plan Year" means the 12-month period beginning on January 1 and ending on December 31.